death, plaintiff cannot recover. The court refused so to charge, which refusal was held proper by the Texas Court of Civil Appeals. On motion for rehearing, *Held,* that where a party's own negligence causes such a condition that the negligence of others is about to injure innocent third parties, that person is not guilty of contributory negligence if he runs risks to save the lives of the imperiled third parties, and the motion was overruled. *Gulf, C. & S. F. Ry. Co.* v. *Brooks* (1910), — Tex. Civ. App. —, 132 S. W. 95.

The rule is well established that it is not contributory negligence for a party to expose himself to risk in endeavoring to save the lives of others, provided his conduct is not rash or reckless. *Eckert* v. *Long Island R. R.,* 43 N. Y. 502, 3 Am. Rep. 721; *Dixon* v. *N. Y., N. H. & H. R. Co.* (1910), — Mass. —, 92 N. E. 1030; *Bracey* v. *N. W. Imp. Co.* (1910), — Mont. —, 109 Pac. 706; and cases in 29 Cyc. 523-524. But where the party injured was guilty of negligence in bringing about the perilous situation, an exception to this rule has generally been held to exist and a recovery denied. *Atlanta & C. Air Line R. Co.* v. *Leach,* 91 Ga. 419, 17 S. E. 619; *De Mahy* v. *Morgan, L. & T. R. Co.,* 45 La. Ann. 1329, 14 South. 61; *West Chicago St. R. Co.* v. *Liderman,* 187 Ill. 463, 58 N. E. 367, 52 L. R. A. 655; *White* v. *City of Chicago,* 120 Ill. App. 607. This exception seems to be recognized in the opinion in the principal case, but on overruling the motion for a rehearing, where the question was squarely presented, the court takes the view that it makes no difference whether the conditions under which another is about negligently to inflict an injury on a third party have been brought about by the injured party. In this view it is supported by the decision in *Donahoe* v. *The Wabash, St. L. & P. Ry. Co.,* 83 Mo. 560, 53 Am. Rep. 594; but it would seem that the weight of authority is to the contrary.

CORPORATIONS—PROMOTERS—LIABILITY FOR SECRET PROFITS.—Plaintiff acquired an option to purchase several thousand acres of land at five dollars an acre, it being then contemplated that he would promote the organization of an irrigation corporation and sell the land to the corporation at a large profit. He thereupon entered into an agreement whereby the land was to be sold to the corporation at thirty dollars an acre; the corporation to pay such purchase price from the proceeds of its capital stock sold to investing subscribers. Subsequently the trustees of the corporation purchased the land from the owner at its true value whereupon the plaintiff sued the corporation, contending that the trustees fraudulently prevented him from securing the profits of the transaction, and that the corporation should respond to him in damages. *Held,* that the promoters of a corporation are regarded as trustees, the utmost good faith being required of them; and they will not be permitted to reap secret profits at the expense of existing stockholders whose funds have provided financial support for the corporate enterprise. Consequently plaintiff was not entitled to recover the damages demanded. *Mangold* v. *Adrian Irr. Co.* (1910), — Wash. —, 111 Pac. 173.

Promoters of a corporation are required to exercise the same good faith in dealing with the corporation as the law exacts of directors and other fiduciary officers of the corporation. *Burbank* v. *Dennis,* 101 Cal. 90, 35 Pac.

444; *Yale Gas Stove Co.* v. *Wilcox,* 64 Conn. 101, 29 Atl. 303; *Paducah Land Co.* v. *Mulholland,* 15 Ky. L. R. 624; *Emery* v. *Parrott,* 107 Mass. 95; *S. Joplin Land Co.* v. *Case,* 104 Mo. 572; *Woodbury Land Co.* v. *Loudenslager,* 55 N. J. Eq. 78, 35 Atl. 436; *Getty* v. *Devlin,* 54 N. Y. 403; *Densmore Oil Co.* v. *Densmore,* 64 Pa. St. 43; *Bosher* v. *Richmond Land Co.,* 89 Va. 455; *Fountain Spring Park Co.* v. *Roberts,* 92 Wis. 345, 66 N. W. 399; *Krohn* v. *Williamson,* 62 Fed. 869. If a promoter is the owner of or has an option on land which he wishes to sell to the corporation, he must disclose to the shareholders or directors of the corporation all the material facts which would be likely to influence them in deciding on the desirability of purchasing it. *Erlanger* v. *New Sombrero Phosphate Co.,* 3 App. Cas. 1218, 39 L. T. (N. S.) 269. Promoters who, in breach of their trusts, and in fraud of the corporation, take to themselves secret profits, are liable to account for the same in equity at the suit of the corporation; or it may maintain an action of assumpsit against the promoters and recover such profits, where an accounting is not necessary, as so much money had and received by them to its use, although the gravamen of the action is fraud and deceit. *Atwool* v. *Merryweather,* L. R. 5 Eq. 464; *Emma Silver Mining Co.* v. *Grant,* 11 Ch. D. 918; *Simmons* v. *Vulcan Oil Co.,* 61 Pa. St. 202; 10 Cyc. 276. The courts however make a nice distinction between cases involving the general rule, as above stated, and cases, for example, in which the promoter, having acquired an option to purchase land, organizes a corporation, the object of which is to purchase the land from him, and makes a bona fide sale to the corporation after its organization, without disclosing the profit derived from the sale. Such a sale was held binding on the corporation in *Richardson* v. *Graham,* 45 W. Va. 134. Likewise where a promoter purchases and pays for land, and thereafter organizes a corporation to which he offers to sell such land, it has been held that he does not stand in any fiduciary relation to the shareholders with reference to such sale, and is entitled to the profits of the transaction. *Tompkins* v. *Sperry,* 96 Md. 560, 54 Atl. 254; *Warren-Ehret Co.* v. *Franklinville Ice Mfg. Co.,* 198 Pa. St. 412, 48 Atl. 1119; *Franey* v. *Warner,* 96 Wis. 222, 71 N. W. 81.

Electricity—Injuries Incident—Scope of Injunction.—Under a city ordinance defendant was authorized to operate and maintain a street railway under the single trolley system over certain streets of the city. The plaintiff, by ordinance, was also authorized to use the streets for the laying of its water pipes. In the return of the electricity to the negative side of defendant's dynamos, part of it escaped to the pipes of plaintiff company causing damage by electrolysis. Plaintiff files an injunction to prevent the injury. *Held,* Defendant will be enjoined from continuing such injury but will be left free to adopt such means as it shall be advised. *Peoria Water Works Co.* v. *Peoria Ry. Co.* (1910), — C. C., N. D., Ill., E. D. —, 181 Fed. 990.

If the act sought to be enjoined and the injury resulting therefrom are continuing an injunction is proper. *Iron etc. Co.* v. *Vandenheuk,* 147 Ala. 546, 41 South. 145; *Downing* v. *Cochran,* 112 Mo. App. 645, 87 S. W. 114; *Troe* v. *Larson,* 84 Ia. 649, 51 N. W. 179, 35 Am. St. Rep. 336. But nothing